

AGREEMENT

Between

TOWNSHIP OF MARLBORO
MONMOUTH COUNTY, NEW JERSEY

-and-

PBA LOCAL NO. 196

JANUARY 1, 2009 THROUGH DECEMBER 31, 2012

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PREAMBLE

THIS AGREEMENT entered into by and between the Township of Marlboro, in the County of Monmouth, a municipal corporation of the State of New Jersey, hereinafter called the “Township”, and PBA Local 196, hereinafter called the “Association”, represents the complete and final understanding on all bargainable issues between the Township and the Association.

ARTICLE I
RECOGNITION

A. The Township hereby recognizes the Association as the sole and exclusive representative of all the Employees in the bargaining unit as herein defined, for the purposes of collective bargaining and all activities and processes relative thereto.

B. The bargaining unit shall consist of all Patrolmen of the Police Department of the Township of Marlboro, New Jersey, now employed or hereafter employed. For the purposes of this Agreement the terms Police Officer, Employee or Employees shall refer to all members of the bargaining unit as defined herein.

C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association or any recognized representative of the Marlboro Township Police Department or members thereof.

D. This Agreement shall govern all wages, hours and other terms and conditions of employment set forth.

E. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
MANAGEMENT PREROGATIVES

A. The Township of Marlboro hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its Employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.
2. To make rules of procedure and conduct, to use improved methods and equipment, to decide the number of Employees needed for any particular time and to be in sole charge of the quality of the work required.
3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the Employees, providing any such rule or regulation is not inconsistent with any negotiable provision of this Agreement.
4. To hire all Employees, to promote, transfer, assign or retain Employees in positions within the Township.
5. To suspend, demote, discharge or take any other appropriate

disciplinary action against any Employee for good and just cause according to law, and this Agreement.

6. To layoff Employees in the event of lack of work or funds, so long as such lack of work or funds is *bona fide*.

B. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulations.

ARTICLE III
RULES AND REGULATIONS

A. Proposed new rules or modifications of existing rules governing negotiable working conditions shall be negotiated with the majority representative before they are established.



ARTICLE IV
DISCRIMINATION AND COERCION

A. There shall be no discrimination, interference or coercion by the Township or by any of its agents against the Association or against the Employees represented by the Association because of membership activity in the Association. There shall be no discrimination or coercion by the Association or any of their agents against any Employee covered by this Agreement because of membership or non-membership in the Association. Nor shall the Township discriminate in favor of, or assist, any other labor or Police organization which in any way affects the Association's rights as certified representative for the period during which the Association remains the certified representative of the Employees. Neither the Township nor the Association shall discriminate against any Employee because of race, color, creed, sex, age or national origin. The Township will cooperate with the Association with respect to all reasonable requests concerning the Association's responsibilities as certified representative.



ARTICLE V
ENLISTMENT AGREEMENT

A. All newly hired Employees will receive basic Employee training at Township expense, and shall reimburse the Township for the costs of basic training, and for such additional expenses incurred by the Township in connection with said employment and basic training, provided said Employee terminates his employment with the Township within three (3) years from the date of entry in the Police Academy and becomes employed elsewhere in Police related work.

B. In lieu of itemizing expenses, the Township and Association agree that the maximum reimbursement required of any Employee terminating employment with the Township shall be Five Thousand Dollars (\$5,000.00). Reimbursement shall be calculated on a *prorated per diem* basis. The maximum reimbursement amount shall be reduced by the *per diem* rate for every day the Employee retains his employment with the Township, up to the three (3) year period which commenced with the Employee's entry into the Police Academy.

In the event that the Township is entirely reimbursed pursuant to N.J.S.A. 40A:14-17B, or if the Employee attended the Academy at his/her own expense, then reimbursement by the Employee is not required.

C. There shall be no reimbursement required in the event the Employee is terminated or separated from employment with the Township for any of the following reasons:

1. Involuntary separation.



2. Receipt of orders to report for military service, other than training duty, upon submission of proof to the Township.

3. Disability impairing full performance as an Employee. The Employee must submit to the Township acceptable medical evidence verifying said disability. If the Township disputes the medical evidence, then the Employee shall be sent to a physician mutually agreed upon by the Association and the Township. The cost of the physician shall be equally borne by the parties. The decision of this physician shall be final and binding.

ARTICLE VI

MAINTENANCE OF OPERATIONS

A. The Association hereby covenants and agrees that during the term of their Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support nor will any of its members take part in any strike, (i.e., the concerted failure to report for duty or willful absence of any Employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the Employee's duties of employment), work stoppage, slowdown, walk-out or other illegal job action against the Township.

B. The Association agrees that it will make every reasonable effort to prevent its members from participation in any strike, work-stoppage, slow-down or other activity aforementioned, or support any such action by any other Employee or group of Employees by the Township, and that the Association will publicly disavow such activities to cease and desist from same immediately and to return to work. Nothing herein shall be construed to restrict the Employee's rights under the First Amendment of the United States Constitution.

C. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association or its members. If Association officers carry out the requirements set forth in Paragraph B, then the Association will not be liable for damages.

D. The Township agrees that it will not engage in the lockout of any of its Employees.



ARTICLE VII
GRIEVANCE PROCEDURE

A. Complaints may be initiated by an individual Employee to the Chief of Police or his Deputy. If the Complaint is not adjusted satisfactorily and the Employee wishes to initiate a grievance, it shall be presented by the authorized Association representative.

B.1. The term "grievance" as used herein means an appeal by an individual Employee or the Association on behalf of an individual Employee or group of Employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.

2. No grievance may proceed beyond **Step 3** herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in the Agreement either expressly or by operation of law, shall not be processed beyond **Step 3** herein.

C. When an individual Employee or the Association wishes to present a contractual grievance not related to discipline, the grievance shall be presented in accordance with the following procedure:

Step 1: The aggrieved or the Association President or his designated representative shall file a written grievance within forty-five (45) calendar days after the event giving rise to the grievance has occurred or knowledge thereof, and an earnest



effort shall be made to settle the differences between the aggrieved Employee or the Association President or his designated representative, and the Chief of Police. Failure to act within said forty-five (45) calendar days shall be deemed to constitute an abandonment of the grievance. The Chief of Police or his designee shall answer the grievance in writing within ten (10) working days of its filing.

Step 2: If a grievance is not resolved at **Step 1**, or if no answer has been received by the Association within the time set forth in **Step 1**, the aggrieved or the Association President or his designated representative may present the grievance in writing within seven (7) calendar days thereafter to the Township Labor Attorney and/or Township Business Administrator. The written grievance at this Step shall contain the relevant acts and the applicable Section of the contract allegedly violated and the remedy requested by the grievant. The final decision of the Township Business Administrator shall be given to the Association in writing within fourteen (14) calendar days after receipt of the grievance by the Township Labor Attorney or Township Business Administrator.

Step 3: If the grievance is not resolved at **Step 2**, or if no answer had been received by the Association within the time set forth in **Step 2**, the aggrieved or the Association President or his designated representative may present the grievance in writing within seven (7) calendar days thereafter to the Mayor or his designated representative. The written grievance at this Step shall contain the relevant facts and the applicable Section of the contract allegedly violated and the remedy requested by the grievant. The final decision of the Mayor shall be given to the Association in writing within fourteen (14) calendar days after receipt of the grievance by the Mayor.

Step 4: If the grievance is not settled through **Steps 1, 2 and 3**, the Association or the Township solely, as the case may be shall have the right to submit the dispute within forty-five (45) days to arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission. The costs for the services of the Arbitrator shall be borne equally by the Township and the Association. Any other expenses, including but not limited to the presentation of expert witnesses, shall be paid by the parties incurring same.

D. 1. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

2. The Arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the Arbitrator shall be final and binding.

E. Reasonable disclosure will not be withheld involving internal Township correspondence, providing it directly relates to the party or parties involved in the grievance, and directly relates to the grievance itself.

F. Any Employee who elects to file an appeal with the Department of Personnel on a matter which is contractually arbitrable, shall waive his/her rights to the final Step in this Grievance Procedure, unless it is determined that the Department of Personnel is not the proper forum to hear the appeal.

G. Matters involving “minor discipline” (five (5) days or less of suspension) as

currently defined by the New Jersey Department of Personnel shall be arbitrable to the extent permitted by law. Only the Association may proceed to arbitration. The Township will schedule a hearing prior to the imposition of minor discipline, except for written or oral reprimand, by notice of disciplinary action. The Employee may waive a Departmental Hearing but only the Association may proceed to arbitration. Prior to the Departmental Hearing, if not waived, the Employee may request a copy of the documents to be used in support of the disciplinary action at such hearing. In the event that the matter is not resolved at the Departmental Hearing, the Employee may request a stay of any disciplinary penalty imposed from the appropriate authority if the Association determines to proceed to arbitration. However, the ultimate determination with respect to the stay of such penalty shall remain at the sole discretion of the appropriate authority. Any appeals of minor disciplinary action shall commence and be in accordance with Step 4 of the Grievance Procedure.

ARTICLE VIII
DEDUCTIONS FROM SALARY

A. The Township agrees to deduct from the salaries of its Employees, subject to this Agreement, dues for the Association. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e as amended.

B. A check-off shall commence for each Employee who signs a properly dated authorization card, supplied by the Association and verified by the Township Treasurer, during the month following the filing of such card with the Township.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Township written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorizations from its members showing the authorized deduction for each Employee, or an official notification on the letterhead of the Association and signed by the President of the Association advising of such changed deduction.

D. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Township Clerk.

E. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Township Clerk. The filing of notice withdrawal shall be effective to half deductions in accordance with N.J.S.A. 52:14-15.9e as amended.

F. The Township agrees to deduct the fair share fee from the earnings of those Employees who elect not to become members of the Association and transmit the fee to the majority representative.

G. The deduction shall commence for each Employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

H. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage lobbying activity designed to foster its policy goals in collective bargaining negotiations and contract administration, and to secure for the Employee it represents advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Township.

J. Prior to January 1 and July 31 of each year, the Association shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Township and to all Employees within the unit, the information necessary to

compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any Employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Township or require the Township to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Township, or in reliance upon the official notification on the letterhead of the Association and signed by the President of the Association, advising of such changed deduction.



ARTICLE IX
BILL OF RIGHTS

A. 1. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the Municipality.

2. The wide ranging powers and duties given to the Department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the force. These questions may require investigation by superior officers. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, the following rules are hereby adopted:

a. The interrogation of an Employee shall be at a reasonable hour, preferably when the Employee is on duty.

b. The Employee shall be informed of the nature of the investigation before any interrogation commences. Sufficient information to reasonably apprise the Employee of the allegation should be provided. If it is known that the Employee is being interrogated as a witness only, he should be so informed at the initial contact.

c. The questioning shall be reasonable in length. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls and rest periods as are reasonably necessary.

d. The complete interrogation of the Employee shall be recorded mechanically or by the Department stenographer. There will be no "OFF THE

RECORD" questions. All recesses called during the questioning shall be recorded.

e. The Employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

f. If an Employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

g. In all cases and at every stage of the disciplinary proceedings or investigations where disciplinary action is being contemplated by the Township, in the interest of maintaining the usual high morale of the force, the Township shall afford an opportunity for an Employee, if he so requests, to have present an Association representative(s) during questioning concerning a violation of the Rules and Regulations.

ARTICLE X
DISCHARGE OR SUSPENSION

A. No Employee shall be disciplined, discharged or reduced in rank or compensation without just cause.

ARTICLE XI
HOURS OF WORK AND OVERTIME

A. 1. The workday shall consist of not more than eight (8) consecutive hours in a twenty-four (24) hours period. The work week shall consist of five (5) consecutive eight (8) hour days followed by two (2) days off for a period of two (2) weeks. In the third week of each cycle, the work shall consist of five (5) consecutive eight (8) hour days, followed by three (3) days off. Each workday consisting of eight (8) hours shall include a one-half ($\frac{1}{2}$) hour meal period.

2. In extenuating circumstances, and with the written approval of the Association, an Employee may agree to temporary shift rotation other than that currently provided by contract. Such changes shall not exceed thirty (30) calendar days, but shall be renewable upon agreement of both the Association and the Township. Any such shift shall include necessary computation changes in areas such as overtime.

B. Whenever an Employee is required to work overtime in excess of and in continuation of his regular day's shift, he shall be compensated as follows:

1. Employees shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times his regular hourly rate of pay for all time worked in excess of and in continuation of his regular day's shift.

2. Employees shall have the option of receiving overtime pay pursuant to **Section B.1.** above, or accumulating up to a maximum of one hundred twenty (120) hours compensatory time. The rate of compensatory time will be at the same rate as paid time. This provision shall not apply to holidays as covered in **Article XIV, C.2.**

3. After accumulating the maximum amount of compensatory time pursuant to **Section B.2.** above, all overtime must be paid.

4. No Employee who currently has in excess of one hundred twenty (120) hours of compensatory time shall accumulate further compensatory time until, through attrition, the Employee has less than one hundred ten (110) total hours of such time.

5. If an Employee has no compensatory time on the books, he/she can apply to the Chief of Police to convert an unused holiday or vacation day into eight (8) hours compensatory time. Approval of this procedure shall be at the sole discretion of the Chief of Police or his designee.

C. If an Employee is recalled to duty or is called to duty on an off duty day, he shall receive a minimum guarantee of four (4) hours compensation at the overtime rate, provided said recall duty is not contiguous with the Employee's normal shift.

D. 1. In the event an Employee is required to testify or appear in Court or before any Grand Jury during the Employee's off-time, then said Employee shall receive a guaranteed minimum call-back of four (4) hours at his/her respective overtime rate, except for Municipal Court which shall be three (3) hours at his/her respective overtime rate.

2. Said Employee shall not be required to perform any additional tasks or duties beyond his/her Court appearance, nor shall the Employee be required to remain beyond the time in Court should the actual time be less than the four (4) hour minimum. This shall be in addition to any compensation received in accordance with **Section I** of this Article.

E. For purposes of overtime, whenever an Employee is required to give up non-scheduled time, it shall be considered work.

F. As far as practicable, overtime shall be distributed on the basis of seniority.

G. 1. Employees will attend a maximum of four (4) division meetings per year. These meetings are not to exceed three (3) hours, unless Employees are compensated with overtime pay. The Employees will be compensated for attending these meetings during their off-duty hours by receiving hour for hour compensatory time up to the three (3) hour limit.

- 2.** The Township also agrees to the following:
- a.** No meetings will be held on legal holidays or on the day before and the day after said holiday.
 - b.** No Employee will be required to attend division meetings if said Employee is on vacation, holiday or sick time off.
 - c.** No Employee may be required to perform any work function during meetings if said Employee is off duty.
 - d.** Meetings will be held between the hours of 0800 and 2100 hours.
 - e.** There will be a minimum of seventy-two (72) hours' notice of a meeting prior to that meeting.

H. Employees shall be considered (on call) for Court from 9:00 A.M. to 4:00 P.M. Employees shall be compensated for such "on call" time at their straight time base hourly rate on an hour for hour basis from 9:00 A.M. until 4:00 P.M., unless released earlier. It is understood that an Employee who is on call must remain at his

residence. If an Employee fails to remain at his residence, he shall receive no compensation for the "on call" time.

I. Effective January 1, 1992, for the purpose of calculating overtime, an Employee's base salary plus any longevity entitlement and/or educational incentive shall be divided by one thousand nine hundred ninety-one (1,991.00).

ARTICLE XII

SALARIES

A. The annual base salaries to be paid to all bargaining unit Employees shall be as set forth below.

B. Increases shall be effective on the Employee's anniversary date.

C. The salaries listed herein shall be deemed to have full force and effect as if they had been approved through, and included in, a municipal salary ordinance.

D.1. As reflected in the base salaries set forth on **Appendix A** annexed, all bargaining unit Employees shall receive the following base salary increases:

1. For the period of January 1, 2009 through December 31, 2009, there shall be a base salary increase of 2.0%.
2. For the period of January 1, 2010 through December 31, 2010, there shall be a base salary increase of 2.0%.
3. For the period of January 1, 2011 through December 31, 2011, there shall be a base salary increase of 1.50%
4. For the period of January 1, 2012 through December 31, 2012, there shall be a base salary increase of 2.0%.

D.2. All new hires or newly appointed employees as of November 1, 2010 shall start on the probationary step of the salary guide.

E. In the computation of retirement contributions, those amounts paid to the individual Employee for longevity under **Article XIII**, for educational benefits under **Article XXIII, Paragraph B**, and for holiday pay under **Article XIV, Paragraph C and G**

shall be considered as base salary, and are all paid in regular periodic installments in accordance with the payroll cycle of the Employer. For the purposes of computing overtime, holiday pay, longevity, and any other benefits determined and based upon an hourly rate, base salaries for Employees covered by this Agreement shall be as set forth on **Appendix A** annexed.

ARTICLE XIII

LONGEVITY

A. Effective December 31, 1992, in addition to an Employee's regular salary, he shall receive a longevity increment to be added to his base salary as follows:

<u>Years of Continuous Service</u>	<u>Longevity Increment</u>
After five (5) continuous years	2.5%
After ten (10) continuous years	5.0%
After fifteen (15) continuous years	7.5%
After twenty (20) continuous years	10.0%
After twenty-four (24) continuous years	12.5%

B. For all employees hired after November 1, 2010, in addition to an Employee's regular salary, he shall receive a longevity increment to be added to his or her base pay as follows:

<u>Years of Continuous Service</u>	<u>Longevity Increment</u>
After five (5) continuous years	2.5%
After ten (10) continuous years	5.0%
After fifteen (15) continuous years	7.5%
After twenty (20) continuous years	10.0%

Any provision of this contract notwithstanding, the maximum longevity increment or payment shall be capped at 10% for new hires after November 1, 2010.

C. For the purpose of computing longevity, continuous years of service shall commence from the date of hire of the Employee by the Township.



ARTICLE XIV

HOLIDAYS

A. The following shall be considered legal holidays during the term of the Agreement:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Sunday	Christmas Day
Memorial Day	National Election Day (Once Every 4 Years)

B. The Township shall observe the above mentioned holidays and in addition thereto, the Mayor may, by Executive Order, decree such additional holiday periods he deems appropriate.

C. 1. Employees will be paid at the rate of one and one-half (1½) times their regular rate of pay for six (6) holidays payable in regular, periodic installments in accordance with the payroll cycle of the Employer. This holiday pay shall be a part of base salary for purposes of computation of pension retirement contributions. It will not be included in base salary for purposes of calculating an Employee's hourly rate, overtime, longevity or any other benefit determined and based upon an hourly rate or a percentage of salary. All time worked by an Employee on a holiday outside of his/her regularly scheduled work day shall be compensated at the rate of one and one-half (1½) times their regular rate of pay. Effective January 1, 2006 the number of holidays paid consistent with this Paragraph shall be changed from six (6) to eight (8) annual holidays.



2a. Employees shall receive the remaining seven (7) holidays (eight (8) for the national election day once every four (4) years) as days off in lieu of holidays. These days off in lieu of holidays shall be granted by the Township as and when requested by the Employee, except where manpower needs of the Department preclude the granting of the day off. When an Employee's request for a day off in lieu of holiday is denied because of the manpower needs of the Department, the Employee's request for another day off shall be granted as soon as possible after the request is made. Effective January 1, 2006 the number of holidays covered by this Paragraph shall be changed from seven (7) to five (5) (six (6) for the national election day once every four (4) years).

2b. An Employee must apply for all days off in lieu of holidays by November 1. If the days off in lieu of holidays are not applied for by November 1, said days will be paid at straight time. However, the Chief of Police has the option, at his sole discretion, to schedule the Employee to take all or some of the unapplied for days off in lieu of holidays between November 1 of that year and April 1 of the following year.

2c. Days off in lieu of holidays will be scheduled at least five (5) days in advance, except in case of emergency.

D. "Holiday" for those Employees working the regular work shift shall be defined as the actual date of the holiday (*i.e.* Christmas is celebrated on December 25th). "Holiday" for those Employees working a straight "5-2" Monday through Friday shift shall be defined as the day the holiday is celebrated by other Township Employees.

E. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all holidays and holiday pay accrued on a *pro-rata* monthly basis.



F. All holiday time accumulated by Employees prior to January 1, 1988, shall be grandfathered and shall not be subject to the procedure set forth in **Section C** of this **Article**.

G. Six (6) holidays, as provided in **Paragraph C.1.** shall be included in base salary on the Salary Guide from the first day of employment for purposes stated herein, and these six (6) holidays shall be included for pension calculations and contributions, and each Employee and the Employer understand and agree that the Employee and Employer shall make their appropriate contributions to the Police and Fire Retirement System for these six (6) holidays. It is also understood that these six (6) holidays shall be paid in regular periodic installments in accordance with the payroll cycle of the Employer. It is the intention of both parties to have the six (6) holidays conform to the requirements of N.J.A..C. 17:4-4.1 et seq., and to make the six (6) holidays payable in a manner which will be included for pension contributions and calculations. If the law changes, then the parties agree to implement any changes to conform to the law; however, if it is impossible to conform to the law as it might change in the future, then the parties agree to discuss and negotiate the best alternative to effectuate this intention given the change in the law, if possible. Effective January 1, 2006 the amount of holidays referenced in this Paragraph shall change from six (6) to eight (8).

ARTICLE XV

VACATIONS

A. Employees shall receive annual vacation leave in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>
1 - 5 Years	12 Working Days
6 - 10 Years	15 Working Days
11 - 15 Years	18 Working Days
16 - 20 Years	21 Working Days
Over 20 Years	25 Working Days

B. 1. By November 1 of each year, a tentative annual work schedule for the following work year shall be provided.

2. Vacation requests submitted prior to December 1 shall be scheduled on a seniority basis. Any vacation requests submitted after December 1 shall be scheduled on a first-come first-served basis.

3. The Chief of Police or his designated representative shall post a finalized schedule and notify the Employee of his approved vacation by January 1. However, the Chief of Police or his designated representative reserves the right to change schedules to meet the needs of the Township.

4. The Chief of Police or his designated representative shall notify the Employee at least five (5) days in advance of any change or modifications of a vacation schedule.



C. The Employee will give notice within twenty-four (24) hours to his travel agent if it is deemed necessary by management to cancel his vacation. If this cancellation should cause monetary loss to the Employee, the Employee will be reimbursed subject to the following:

1. Written proof that a twenty-four (24) hour notification was given to an agency or recreation facility.

2. In case of national or local emergency declared by an authorized official, the above would not apply.

D. Employees terminating their employment with the Township or having their employment with the Township terminated by the Township shall be entitled to be paid for all vacation time accrued but not used on a *pro-rata* basis.

E. Carryover of unused vacation of up to ten (10) days shall not be unreasonably denied. This decision shall be subject to the grievance process. Arbitrator Ernest Weiss shall retain jurisdiction over any arbitration on this subject.

ARTICLE XVI
PERSONAL DAYS

A. All bargaining unit Employees may request up to a maximum of four (4) personal days per year for personal, business, household or family matters and shall be non-accumulative. Approval of said personal days by the Chief of Police or his designee shall not be unreasonably withheld.

B. Application for a personal day must be submitted at least twenty-four (24) hours in advance, except in case of unforeseen circumstances. Personal leave will not be granted if it interferes with the manpower needs of the Department, except in case of emergency, which must be identified prior to approval and which the Township has the right to have verified.

ARTICLE XVII

SICK LEAVE

A. In the first year of employment an Employee shall be entitled to one (1) day of sick leave for each month of employment. Thereafter, sick leave shall accumulate on the basis of one and one-quarter (1½) days per month, or fifteen (15) days per year. Sick leave may be accumulated from year to year.

B. Accumulated sick leave may be used by an Employee for personal illness, exposure to contagious disease, or emergency attendance upon a member of the Employee's immediate family who is seriously ill.

C. In the event that an Employee utilizes all of his accumulated sick days, other bargaining unit Employees may contribute a portion of their accumulated sick days for use by the Employee. The Association shall assume the responsibility for acquiring sick day contributions and shall notify the Township concerning the individuals contributing and the number of days contributed.

D. Any Employee who shall be absent from work for five (5) or more consecutive working days for sick leave, or for more than fifteen (15) working days in any calendar year, may be required to submit acceptable medical evidence substantiating the illness. The Chief of Police, at his sole discretion, and at any time, may require the Employee to submit acceptable medical evidence of proof of illness or may require the Employee to undergo a physical examination on Township time and at Township expense, whenever such a requirement appears reasonable to the Chief of Police, so long as said requirement is not arbitrary or capricious.



E. An Employee shall report his or her absence at least two (2) hours prior to the start of his or her shift, where possible, except where circumstances prevent the Employee from doing so. In those circumstances, the Employee shall report his or her absence as promptly as possible. Where it is not possible to report the absence at least two (2) hours prior to the start of the shift, the Employee shall report his or her absence at some point in time prior to the start of the shift.

F. Sick leave and FMLA leave for the Employee's own medical coverage shall run concurrently.



ARTICLE XVIII
TERMINAL LEAVE

A. All Employees retiring under the Policemen's and Firemen's Retirement System, or who die while Employees of the Township, shall be paid for their unused accumulated sick leave on the basis of one (1) day's terminal leave pay for every two (2) accumulated days, not to exceed the following:

Effective 1/1/05	\$30,000
Effective 1/1/06	\$31,000
Effective 1/1/07	\$32,000
Effective 1/1/08	\$33,000

All terminal leave payments are computed upon the Employee's base rate of pay at the time of retirement or death, the base rate of pay for terminal leave payment shall include the base salary, longevity, educational incentive and six (6) holidays at time of retirement or death. Effective January 1, 2006 for purposes of this Article, the base rate of pay for terminal leave payment shall include the base salary, longevity, educational incentive and eight (8) holidays.

B. In order for an Employee to be eligible for the benefits enumerated in **Section A of this Article**, the Employee must be eligible for full retirement under P.F.R.S. or, at the discretion of the Mayor, be eligible for disability retirement under P.F.R.S.

C. An Employee terminating his/her employment for any reason other than retirement under the P.F.R.S. or death shall not be reimbursed for any unused accrued

sick leave.

D. In the event of death in the line of duty, the Employee's estate shall be paid for the Employee's unused sick leave on the basis of one (1) day's terminal leave pay for every one (1) accumulated day, not to exceed the following:

Effective 1/1/05	\$30,000
Effective 1/1/06	\$31,000
Effective 1/1/07	\$32,000
Effective 1/1/08	\$33,000

E. At the Township's option, terminal leave shall be paid in one (1) lump sum or in equal bi-weekly installments at the Employee's base rate of pay at the beginning of the terminal leave period. Employees shall not continue to accrue any additional benefits, including salary increases, while on terminal leave.

ARTICLE XIX
BEREAVEMENT LEAVE

A. In the event of death in the Employee's immediate family, the Employee shall be granted time off without loss of pay, commencing with the first tour of duty following the death and continuing for five (5) working days.

B. The term "immediate family" shall include spouse, father, mother, stepmother, stepfather, son, daughter, stepson, stepdaughter, brother, sister, grandparents, stepbrother, stepsister and the Officer's in-laws.

C. In the event of the death of an Employee's aunt or uncle, the Employee shall be granted time off for the day of the funeral.

D. If additional time is needed by an Employee to fulfill obligations in the event of a death in the family, he or she shall be permitted, with the approval of the Chief of Police, to utilize his or her accrued time off (vacation days, compensatory days, personal days) as extended bereavement leave.

E. In the event of a death of an Employee's first cousin, brother-in-law or sister-in-law, the Employee, upon the approval of the Chief of Police, shall be permitted to utilize his or her personal accrued time (vacation days, compensatory days, personal days), solely for the purposes of attending the funeral.

F. If extenuating circumstances exist, the Chief of Police and/or the Business Administrator may, at their sole discretion, extend the bereavement leave. In addition, the Chief and/or Business Administrator may, at their sole discretion, allow a bereavement period for persons not listed above who are related to the Employee.

ARTICLE XX
ASSOCIATION BUSINESS LEAVE

A. Upon prior notice to the Chief of Police, or his/her designated representative, members of the Association's Grievance Committee (not to exceed a total of three (3) Employees in number) may be permitted to conduct the business of the Committee, which consists of conferring with Employees on specific grievances, and with the Township in accordance with the Grievance Procedure set forth herein, provided the conduct of said business shall not diminish the effectiveness of the Police Department or require the recall of off-duty Employees to bring the Department up to its proper effectiveness.

B. Upon prior notice to the Chief of Police or his/her designated representatives, the Township shall permit members of the Association Negotiating Committee to attend collective bargaining meetings during duty hours of the members, provided the conduct of said business shall not diminish the effectiveness of the Police Department.

C. The Township agrees to grant the necessary time off, without loss of pay for the following number of PBA representatives for the following events:

1. Three (3) PBA representatives may attend the Fall State PBA Convention of five (5) working days on paid leave and the PBA shall give three (3) weeks' notice to Marlboro Township of the dates and who will be attending. Two (2) of the three (3) PBA representatives shall be the President, Vice-President or Delegate, and the third PBA representative may be any alternate Delegate.
2. Three (3) PBA representatives may attend the Spring



PBA mini-convention of five (5) days on paid leave, and the PBA will give three (3) weeks' notice to Marlboro Township of the date and who will be attending. Two (2) of the three (3) PBA representatives shall be the President, Vice-President or Delegate and the third PBA representative may be any alternate Delegate.

3. Two (2) PBA representatives may attend the three (3) day collective bargaining seminar in February on paid leave, every other year, and the PBA will give two (2) weeks' notice of the date and who will be attending.
4. The parties recognize the controlling effect of N.J.S.A. 40A:14-177 and agree that any part of this **Article** which is inconsistent with said statutory provision shall be read so as to conform and acknowledge as controlling the New Jersey Statute cited herein.

D. The Township shall grant time off, without loss of pay, to the Legislative Delegate to the New Jersey State Policemen's Benevolent Association, or his designee, to attend any State PBA monthly meetings, Tri-County PBA meetings and the County PBA meetings which require his/her attendance. The President of the Association shall also be granted similar time off, subject to the approval of the Chief of Police, such approval not to be unreasonably withheld. The Township further agrees that the said President and Legislative Delegate, or one (1) designee, shall be granted time off, without loss of pay, to attend, in an official capacity, as representative of the Marlboro Township Policemen's Benevolent Association, Local 196, funerals for Police Officers who have given their lives in the course of their duties as Police Officers, provided that such attendance does not diminish the effectiveness of the Police Department or require the recall of off-duty Employees to bring the Police Department up to its proper effectiveness.

E. The Association and its representatives shall have the right to use the municipal facilities at all reasonable hours for meetings. The Mayor or the Business Administrator shall be notified in advance of the time desired for all such meetings. Upon approval of the Mayor or the Business Administrator, a space will be allocated. The Association shall not displace any official meetings of the Township Government, whether scheduled or special.

F. An Employee attending any meeting covered by this Article on his off-duty time shall do so voluntarily. The Employee and the Association understand and agree that any such off-duty time spent shall not be compensated by the Township and shall not be considered "compensable hours" pursuant to the Fair Labor Standards Act

ARTICLE XXI

INJURY LEAVE

A. 1. In the event an Employee becomes disabled by reason of service-connected injury or illness and is unable to perform his duties, then, in addition to any sick leave benefits otherwise provided for herein, he may be entitled to full pay for a period of up to one (1) year. In the event injury leave is granted, an Employee's accumulated sick leave shall not be reduced for the period of injury leave. In the event an Employee is granted said injury leave, the Township's sole obligation shall be to pay the Employee the difference between his regular pay and any compensation, disability or other payments received from other sources provided by the Township. At the Township's option, the Employee shall either surrender and deliver his entire salary payments or the Township shall pay the difference.

2. If an Employee returns to work from injury leave for less than one (1) year, he may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.

3. When an Employee returns from injury leave, he shall be entitled to a new period of injury leave for a period of up to one (1) year if the Employee submits a new injury claim due to an independent event causing re-injury or a new injury.

B. Any Employee who is injured, whether slight or sever, while working, must make an injury report to the Chief of Police or the Officer in Charge as soon as possible prior to the end of the Employee's shift, or, if that is not possible, as soon as thereafter as is possible.

C. It is understood that the Employee must file an injury report with the Chief

of Police or Officer in Charge so that the Township may file the appropriate Workers' Compensation Claim. Failures to so report said injury may result in the failure of the Employee to receive compensation under this **Article**.

D. The Employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Township may reasonably require the Employee to present such certificate from time to time.

E. If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, at its own cost, to require the Employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.

F. In the event the Township appointed physician certifies the Employee fit to return to duty, injury leave benefits granted under this **Article** shall be terminated, unless the Employee disputes the determination of the Township appointed physician. Then the Township and the Employee shall mutually agree upon a third physician, who shall then examine the Employee. The cost of the third physician shall be borne equally by the Township and the Employee. The determination of the third physician as to the Employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the Employee fit to return to duty, injury leave benefits granted under this **Article** shall be terminated.

G. The Township, at its option, and upon certification by the Township appointed physician must certify that the Employee is incapable of performing his duties for the additional time period.



ARTICLE XXII

CLOTHING AND EQUIPMENT - SUPPLY AND MAINTENANCE

A. The Township agrees to provide four (4) sets of uniforms for each Employee and repair or replace them as deemed appropriate by the Chief of Police. The clothing will be obtained from an approved supplier. The replaced article must be returned to the Police Department. Maintenance of the clothing will be provided by the Township at approved cleaners. Repairs must be made by the Township.

B. Officers assigned to plain clothes duty shall be provided with an annual clothing allowance in the amount of Nine Hundred Dollars (\$900.00). An Officer must serve in this assignment for a minimum of three (3) months to qualify for the allowance. Service from three (3) to six (6) months qualifies for fifty percent (50%) of the annual stipend; service in excess of six (6) months qualifies for the full amount.

C. If watches or correction lenses are broken during a tour of duty, the Chief of Police may authorize replacement subject to the following:

1. The incident is reported by the end of the tour, in writing, with a description of how it happened.

2. The broken lens or watch is handed in.

3. The Chief may choose the supplier of the lenses, and is not obligated to use the Officer's supplier. No watch may exceed the cost of One Hundred Dollars (\$100.00).

D. BDU Uniforms shall be used for range, extra-duty and special assignments.



ARTICLE XXIII
EDUCATIONAL BENEFITS

A. 1. Any Employee who attends school shall be reimbursed for the cost of his tuition or academic fees for all courses taken in the field of Law Enforcement, Political Science, Criminology, Police Administration, Psychology, Computer Science, Accounting, Organizational Management or other approved areas of study, which shall not be unreasonably denied. Said reimbursement shall be paid to the individual Employee at the end of each semester. A copy of the educational institution's bill for tuition and books shall be submitted to the Department upon request. A grade of "C" or better is required for the Employee to be eligible for one hundred percent (100%) reimbursement. No payment will be approved unless a grade of "pass", "A", "B", or "C" is obtained. Books will be reimbursed, but shall remain the property of the Township.

2. The following Employees who are currently enrolled, as of September 10, 2001, in a course of study leading to an Associate's, Bachelor's or Master's Degree, shall be reimbursed for all tuition, academic fees and books in accordance with **Paragraph A.1.** for all courses to complete; the degree below stated and only the below named individuals are included in this **Section:**

- a. Nicholas Szymanski - Masters - Organizational Management
- b. David Ruditsky - Masters -Public Administration
- c. Charles McBurnie - Associates - Criminal Justice

3. Other than those Employees explicitly mentioned in **Paragraph A.2.**, the maximum amount of reimbursement to any Employee under this **Article** shall not exceed



Eight Thousand Five Hundred Dollars (\$8,500.00) per year. It is understood that this figure is a maximum only and an Employee will only be reimbursed to the amount actually incurred if less than Eight Thousand Five Hundred Dollars (\$8,500.00).

B. The educational incentive pay shall be paid initially in the first calendar year in which the Employee obtains the degree. Any Employee who obtains a degree from an accredited school shall receive, in addition to this specified salary, educational incentive pay to be added to such base salary for each and every year thereafter served with the Department as follows:

Associate's Degree	\$1,500.00
Bachelor's Degree	\$2,500.00
Master's Degree	\$3,000.00
Ph.D.	\$4,000.00

C. No employee hired after November 1, 2010 shall receive education incentive pay for obtaining a Ph.D. degree.

D. After September 10, 2001, all Employees will notify the Chief of Police or his designee by October 1 of each calendar year that the Employee intends to attend school and wants reimbursement pursuant to this contract. This is to help the Chief of Police budget for these educational costs.

If an Employee forgets or fails to notify the Chief by October 1 and the Employee attends courses the next calendar year, then the Employee may notify the Chief and give the Chief a copy of the bills to be paid before the next October 1, and the Employee shall be reimbursed on or before March 15 of the next calendar year. For example, if an Employee forgets or does not notify the Chief of Police by October 1, 2004 that he or she intends to attend courses in 2005 and the Employee attends

courses in 2005, and thereafter notifies the Chief and gives the Chief the bills by October 1, 2005, then the Employee shall be reimbursed for his or her 2005 courses on or before March 15, 2006.

E. Matriculation at “accredited” schools is required effective July 1, 2005.



ARTICLE XXIV
EMPLOYEE TRAINING

A. When the Township determines, in the exercise of its discretion, that specialized Employee training is desirable and/or appropriate, it shall, where possible, endeavor to distribute such training on an equitable basis within each bureau of the Department.

B. The cost of training which is required by the Township shall be borne by the Township.

C. The Township reserves the right to assign a suitable Township vehicle for the purpose of transportation to and from assigned training sessions and other in-service schools.

D. The opportunity to participate in such training shall not be unreasonably denied.

ARTICLE XXV
LEGAL ACTIONS AGAINST POLICE OFFICERS

A. 1. The Township shall provide the necessary means for an Employee's defense in a civil proceeding to the extent required by N.J.S.A. 40A:14-155. Any adverse judgment returned against such Employee shall be paid by the Township to the extent required by law.

2. If the Township can fully save harmless and protect an Employee from any financial loss resulting from any legal action referred to in **Section A.1.** above, then the Township has the option of legally representing, or providing legal representation for the Employee. This provision shall apply at any point prior to or during any such litigation.

3. If the Township cannot provide the protection referred to in **Sections A.1.** and **2.** Above, then the Employee may request an attorney of his choice. Upon approval and appointment of such attorney, the attorney's fees, paid an hourly rate of a minimum of One Hundred Forty-Five Dollars (\$145.00) per hour, shall be established at an hourly rate and maximum amount as determined by the Township, except that the maximum amount of said attorney's fees may be increased by the Township upon request. The hourly rate and maximum cost of such representation shall be determined at the Township's discretion.



ARTICLE XXVI

MEAL AND MILEAGE ALLOWANCE

A. 1. The Township agrees to provide a meal allowance of Eight Dollars (\$8.00) per day for required attendance at training schools and for required appearances before County, State and Federal Courts, Grand Jury or any Governmental Agency. Whenever an Employee is required to utilize his personal vehicle in connection with Township business, he shall be reimbursed at the going rate as determined by the Township for all Township employees. However, the rate shall not be less than Twenty-Five Cents (\$0.25) per mile.

2. In order for an Employee to be eligible for the meal allowance stated in **Section A.1.** above, the Employee must present a written receipt verifying the amount of the request.

B. Employees undergoing initial basic training at a Police Academy shall receive a meal allowance of Five Dollars (\$5.00) without the necessity of a receipt.

C. No meal allowance will be given if a meal is included in the program, training session, court appearance, etc., or if the Employee's appearance or time waiting at the proceeding is less than four (4) hours or is contiguous with the Employee's normal work shift and said Employee has had the opportunity to take a normal meal break prior to the appearance. If said appearance is contiguous, extends for four (4) hours or beyond, and the Employee did not have the opportunity to take a normal meal break prior to the appearance, then the meal allowance shall be paid in accordance with **Section A.2.** above.

ARTICLE XXVII

HEALTH AND LIFE INSURANCE

A. 1. The Township and the PBA agree to switch health insurance carriers to the New Jersey State Health Benefits Program. An Employee, at his sole option shall be able to select any one of the approximately ten (10) different Plans in the New Jersey State Health Benefits Program at no cost to the Employee to enroll in any of the plans in the State Health Benefits Program. The Township shall provide health insurance at no cost to all Employees, except as set forth in this contract.

2. There shall be no separate prescription drug plan to be provided by the Township, any and all prescription drug costs shall be borne and paid for pursuant to the New Jersey State Health Benefits Program. The Township shall provide health insurance at no cost to the Employee, except as set forth in this contract.

3. An Employee may opt out of the New Jersey State Health Benefits Plan and receive fifty percent (50%) of the premium up to a maximum of Three Thousand Six Hundred Dollars (\$3,600.00), if the Employee proves that he and his family have alternate insurance coverage.

B. The Township agrees to pay the entire premium for the Delta Dental insurance coverage for the life of this Agreement. The dental co-payment is Fifty Dollars (\$50.00) per person with a maximum of One Hundred Fifty Dollars (\$150.00) per family. The annual per person, maximum benefit for dental coverage shall be One Thousand Four Hundred Dollars (\$1,400.00). The annual maximum shall increase to One Thousand Six Hundred Dollars (\$1,600) in 2006 and 2007.

C. The Township agrees to continue to provide a group life insurance policy for each Employee in an amount not less than Twenty Thousand Dollars (\$20,000.00).



Said policy shall be terminated when the Employee is no longer employed by the Township.

D. If at any time in the future the Township shall decide to switch out of the New Jersey State Health Benefits Program, then the Township shall provide a minimum of six (6) months written notice to the Marlboro Township PBA to change insurance, and the six (6) months written notice shall include a detailed description of the new medical insurance. The new medical insurance program shall be equal to or better than the New Jersey State Health Benefits Program.

E. Employee contribution to Health Benefits shall be 1.5% of base salary as required by P.L.2010, Chapter 2.

F. Effective January 1, 2012, in addition to the 1.5% contribution to Health Benefits required by P.L.2010, Chapter 2, the base health benefits plan shall be Direct Access 15 offered by the State Health Benefits Program. If an employee exercises his or her option to enroll in Direct Access 10 or either of the two HMOs offered by the State Health Benefits Program, the employee shall pay the difference in premium costs between the base plan (Direct Access 15) and other plans.

ARTICLE XXVIII

PENSION

A. The Township shall continue to provide pension and retirement benefits to Employees covered by this Agreement pursuant to provisions of the Statutes and Laws of the State of New Jersey.



ARTICLE XXIX
SENIORITY

A. Traditional principles of seniority shall apply to Employees covered by this Agreement as to the selection of vacation periods and compensatory days off, and reductions in force, where the qualifications of the eligible Employees are equal.

B. Seniority will be determined from the Civil Service List, therefore, if more than one individual is hired on the same day from the same Civil Service List, then the Officer with the higher total score on the Civil Service test will determine seniority. If there is a tie on the Civil Service test, then seniority shall be determined by a blind drawing.

C. Seniority shall be one (1) factor considered as to promotion, where the qualifications of the eligible Employees are equal, as determined by the Township, except where promotions are governed by Department of Personnel Statutes, Rules and Regulations.

D. Seniority is defined to mean the accumulated length of service with the Department, computed from the date of certification by the Department of Personnel.

E. Seniority will be considered as a factor for work assignments. However, the final decision will remain with the Chief of Police or his designee.

F. An Employee's length of service shall not be reduced by time lost due to authorized leave of absences for a *bona fide* illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the Police Surgeon.

G. Seniority shall be lost, and employment terminated, if any of the following occur: (a) discharge, (b) resignation, and; (c) absence for five (5) consecutive calendar days without leave or notice of justifiable reason for failing to give same.

H. Failure to return promptly upon expiration of authorized leave without reasonable notice will subject the Employee to disciplinary action.

I. The interpretation and application of this Article shall be in conformity with all applicable Statutes and Rules and Regulations.



ARTICLE XXX
BULLETIN BOARDS

A. The Association shall have the use of the bulletin boards located in Police Headquarters and the Special Service Bureau for the posting of notices relating to meetings and official business of the Association, and materials relating to the general welfare of the Employees.

B. Only material authorized by the signature of the Association President or his designee shall be permitted to be posted on said bulletin board.

C. The Township may notify the Association to remove from the bulletin board any material which does not conform with the intent of the above provisions of this Article. If the Association fails to remove the objectionable material within one (1) hour after such notice, the Chief of Police or his designee may remove the material.

D. Prior to posting unofficial material on a bulletin board, the Employee or Association shall obtain approval from the Business Administrator or the Chief of Police or their designee. No material may be removed from any bulletin board without prior authorization.

ARTICLE XXXI

MUTUAL AID

A. Employees, while rendering aid to another community at the direction of their superiors, are fully covered by Workmen's Compensation, liability insurance and pension as provided by State Law.

ARTICLE XXXII
MAINTENANCE OF STANDARDS

A. In order to avoid the necessity for restating all terms and conditions of employment in this Agreement, it is agreed that all benefits, rights, terms and conditions of employment prior to January 1, 1984 shall remain in full force and effect unless specifically modified by this Agreement.

ARTICLE XXXIII
PERSONNEL FILES

A. The Township has established, and will continue to maintain, personnel files or confidential records maintained under the direction of the Chief of Police.

B. Upon prior notice to and authorization of the Chief of Police or his designee, all Employees shall have access to their individual personnel file. Any such request shall not be unreasonably denied.

C. The Township shall not insert any adverse material into any file of the Employee unless the Employee has had the opportunity to review, sign, receive a copy of and comment in writing upon the adverse material, unless the Employee waives these rights.

D. The Employee shall have the right to respond in writing to any Complaint, negative report or disciplinary warning entered into his individual personnel file and said response shall also be placed in the Employee's individual personnel file attached to the respective Complaint, negative report or disciplinary warning.

ARTICLE XXXIV
MISCELLANEOUS

A. The Township and the Association agree to discuss the training of all bargaining unit members by certified and competent instructors on the handling of AIDS victims. The Township and the Association also agree to explore the equipping of all Police vehicles and Police Headquarters with appropriate AIDS kits and equipment in order to insure the health, safety and welfare of the Employee or Employees handling AIDS victims.



ARTICLE XXXV
SAVINGS CLAUSE

A. In the event than any provisions of this Agreement shall at any time be declared invalid by Legislative Act or any Court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.



ARTICLE XXXVI

COPY OF AGREEMENT

The Township agrees that the Association has the right to use Township copying equipment to make copies of this Agreement.

ARTICLE XXXVII
FULLY BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargained issues which were the subject of negotiations.

B. The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

D. NO WAIVER.

The parties agree that failure to enforce any provision of this Agreement by either party and for any reason shall not be deemed as a waiver thereof where such provision is not subject to interpretation.



ARTICLE XXXVIII
MATERNITY LEAVE AND FAMILY LEAVE

A. Maternity Leave

1. A female Employee who is pregnant, shall notify the Chief of Police or his designee within sixty (60) days of her being notified by her doctor that she is pregnant, because of any potential firearms qualification.

2. The pregnant member may continue her regular police assignments for as long as she is able. When the Employee and her physician deem that she is not able, the pregnant Employee and her physician shall notify the Chief of Police or his designee in writing that she believes she should be assigned to light duty. The Chief of Police may accept the Employee's physician's certification or send her to a Township physician in the Chief's discretion. If the Employee is deemed not able to work her regular assignment by a Township physician, or by the Employee's own physician, if the Chief accepts such, the Chief shall assign the pregnant Employee to light duty until the pregnant Employee and her doctor indicate in writing they believe she is unable to perform the duties and job. In this case, the Chief again has the option of accepting the certification of the Employee's physician or sending the Employee to the Township physician. Nothing in this provision shall obligate the Township of Marlboro to create a new position, assignment or work where none exists. The Township of Marlboro will make every effort to find a light duty assignment and the request for such light duty will not be unreasonably denied.

3. The pregnant Employee shall be temporarily transferred to a light



duty assignment that she is capable of performing without injury to her health status as being pregnant when she is no longer able, as medically certified, to perform her full duties.

4. The pregnant member shall wear appropriate civilian attire when, during the term of her pregnancy, it is such that wearing the basic uniform would be impractical, except if the Town provides appropriate uniforms for the pregnant Employee's physical condition. Such civilian attire must be in accordance with the reasonable standards established by the Township however.

5. When the term of the pregnancy is ended, the Employee shall have her attending physician complete a report recommending to either return to full-duty status, limited on-duty status or temporary off-status.

6. Nothing in this Section shall be understood to limit the Township's right to send any Employee, including one that is pregnant, to a physician to determine that Employee's ability to perform the function of her position, where such examination is job-related and consistent with business necessity.

7. If the Employee, because of her status as being pregnant, is unable to do any job while she is pregnant, then the Employee shall use any and all sick days, vacation days, holidays, and/or personal days while she is out pregnant and unable to work.

B. Family Leave

1. A leave of absence for reasons of child care due to the birth of a child, adoption of a child or to care for a parent, child or spouse with a serious health condition shall be granted to an eligible Employer for up to twelve (12) weeks in a

twenty-four (24) month period in accordance with the New Jersey Family Leave Act, N.J.S.A. 34:11B et seq. (FLA). Eligible Employees shall also be entitled to twelve (12) weeks leave in a twelve (12) month period for the reasons stated and in accordance with the Federal Family and Medical Leave Act of 1993, 29 U.S.C.A. §2601, *et seq.* (FMLA).

2. The affected Employee shall be required to utilize his or her accumulated sick leave, personal days, vacation days, compensatory time and holidays during the use of FLA and/or FMLA leave with the remainder of the requested leave being treated as an unpaid leave of absence.

3. For serious health conditions under the FMLA which result in leave under the Workers' Compensation Act, the FMLA twelve (12) week leave entitlement shall run concurrently with a Workers' Compensation absence.

4. During any time which an Employee is out on any Family Leave under the FLA or the FMLA, the Employee shall continue to accrue and receive vacation days, sick days, holidays, personal days, seniority, *etc.*, and shall continue to be on the Employer's medical insurance. However, an Employee will not accrue seniority if on unpaid leave (*i.e.*, the Employee is not receiving payment for vacation days, sick days, holidays, personal days, *etc.*).

5. Medical certifications may be required by the Township to support the request for leave for the Employee's own serious health condition or when the Employee is caring for another in the case of a serious health condition and to determine the Employee's fitness to return to work from a leave from his or her own serious health condition.

ARTICLE XXXIX
TERM AND RENEWAL

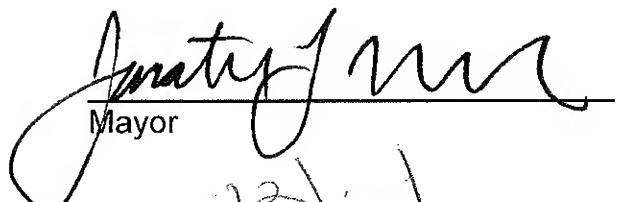
This Agreement shall have a term from January 1, 2009 through December 31, 2012. If the parties have not executed a successor Agreement by December 31, 2012, then this Agreement shall continue in full force and effect until a successor Agreement is executed.

Negotiations for a successor Agreement shall be in accordance with the rules of the Public Employment Relations Commission.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the Township of Marlboro, New Jersey on the dates set forth next to each name.

TOWNSHIP OF MARLBORO

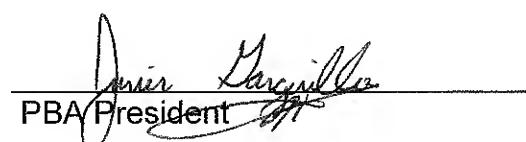
PBA LOCAL NO. 196



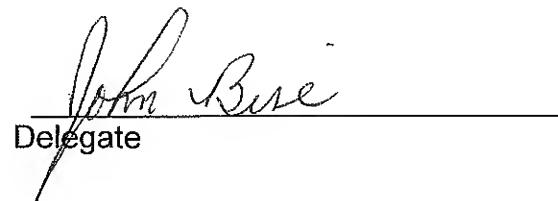
Mayor
Date: 12/20/10

Township Administrator

Date: _____



PBA President
Date: 12-16-10



Delegate
Date: _____

APPENDIX A
BASE SALARIES

<u>YEARS</u>	<u>EFFECTIVE 01/01/09</u>	<u>EFFECTIVE 01/01/10</u>	<u>EFFECTIVE 01/01/11</u>	<u>EFFECTIVE 01/01/12</u>
Entering 20	\$93,246.37	\$95,111.30	\$96,537.97	\$98,468.73
Entering 15	\$92,381.71	\$94,229.34	\$95,642.78	\$97,555.64
Entering 7	\$90,547.24	\$92,358.18	\$93,743.55	\$95,618.42
Entering 6	\$83,444.36	\$85,113.25	\$86,389.95	\$88,117.75
Entering 5	\$76,348.68	\$77,875.66	\$79,043.79	\$80,624.67
Entering 4	\$69,250.62	\$70,635.63	\$71,695.16	\$73,129.07
Entering 3	\$59,826.50	\$61,023.03	\$61,938.37	\$63,177.14
Entering 2	\$50,404.74	\$51,412.83	\$52,184.03	\$53,227.71
Probationary (Entering 1)	\$44,105.20	\$44,987.30	\$45,662.11	\$46,575.35

OFFICE
GLENPOINTE CENTRE WEST
500 FRANK W. BURR BLVD. SUITE 31
TEANECK, NEW JERSEY 07666
T: 201.928.1100 F: 201.928.0588
WWW.DECOTIISLAW.COM

DIRECT
LOUIS N. RAINONE, ESQ.
LRAINONE@DECOTIISLAW.COM
201-928-1100

December 14, 2010

Via Facsimile and Regular Mail

David J. DeFillippo, Esq.
Klatsky Sciarrabone & DeFillippo
PO Box 8819
320 Broad Street
Red Bank, NJ 07701-2165

RE: Township of Marlboro and PBA Local 196

Dear Mr. DeFillippo:

As you know the Township and PBA Local 196 are parties to a Memorandum of Agreement regarding the schedule for police officers. That Agreement is dated July 15, 2010 and provides for a six (6) month evaluation period that would allow either the Township or the Union to opt out of the new schedule on or before January 15, 2011. I understand that the Union and the Township have extended that opt out date until February 15, 2011 to allow for a proper evaluation of the six (6) months of data.

On behalf of the Township please accept this letter as our representation that should neither party opt out of the new schedule on or before February 15, 2011, then the Memorandum of Agreement will become part of the Collective Bargaining Agreement. Assuming this is satisfactory, I would appreciate it if your client would sign the Collective Bargaining Agreement that has been drafted and respond to me confirming that the extension of the opt-out date is in fact agreed to by your client

Your help in this matter is greatly appreciated.

Very truly yours,

DeCotiis, FitzPatrick & Cole, LLP

By:

Louis N. Rainone

LNR:rrs



G & Cesar, Jr.

MEMORANDUM OF AGREEMENT

Whereas the Township of Marlboro (Township) and the Marlboro Policemen's Benevolent Association Local 196 (PBA) are parties to a collective bargaining agreement that expired on December 31, 2008; and

Whereas the Township and PBA have engaged in negotiations on the issue of the schedule for employees; and

Whereas, the parties have reached an agreement on the terms of a trial work schedule.

Now, Therefore, the Township and PBA enter into this agreement for the purpose of implementing the terms of the new trial work schedule and agree that the following provisions of the collective bargaining agreement shall be amended:

Section I) Article XI- Hours of Work and Overtime

Article XI is hereby amended to read as follows:

- A. 1. The workday shall consist of not more than twelve (12) consecutive hours in a twenty-four (24) hours period. Officers will work one of two 12-hour shifts: the "day shift" (0700 to 1900hrs) or the "night shift" (1900 to 0700hrs).
 - a. The Township may, in its sole discretion, establish an "overlap shift" requiring personnel to be brought in one hour early for the day shift. The Township may, in its sole discretion, establish a "power shift" may also be utilized that would provide overlap during the busiest hours on the evening shift. The hours of work for these shifts would be as follows:
 - Day early shift: 0600hrs- 1800hrs
 - Evening early or "power shift": 1500hrs- 0300hrs
- 2. The work schedule shall be based on the Pitman schedule which works on a fourteen (14) day cycle. The Pitman cycle shall be considered one eighty-four hour rotation for the purpose of calculating overtime, Kelly Time, etc.
 - a. The Pitman Schedule will utilize the following rotation: of two (2) days on followed by two (2) days off, three (3) days on, two (2) days off, two (2) days on, ending with three (3) days off. Each workday consisting of twelve (12) hours shall include sixty (60) minutes of meal time to be used in two thirty (30) minute breaks.

3. Supervisors will work the following shifts:

- Daytime Sergeants- 0600hrs- 1800hrs
- Daytime Lieutenants- 0600hrs- 1800hrs
- Evening Sergeants- 1800hrs- 0600hrs
- Evening Lieutenants- 1500hrs-0300hrs

4. Officers shall be permitted to swap shifts upon their mutual agreement. However, no swaps shall occur that will require an officer to work in excess of sixteen (16) hours. A fourteen (14) day notice is required for any management initiated schedule change unless some type of emergent circumstances exists as deemed by Chief of Police. An officer may volunteer to a schedule change with less than fourteen (14) days notice if it is agreeable to him or her but they cannot be compelled to change their shift unless there is a declaring of an emergency by the Chief of Police.

- a. "Emergent circumstances" or an "emergency" shall be defined as a declaration by an official such as OEM, the mayor or the Governor of this State, i.e., state of emergency declared due to natural disaster, airplane crash, act of terrorism, etc)

5. The 12-hour workday requires officers to work an average of 2190 hours a year, an additional one hundred and ninety nine (199) hours worked in a given calendar year compared to the prior eight (8) hour a day work schedule. The additional time will be returned to officers in the form of "Kelly time" which must be used in that calendar year and cannot be banked for future use.

- a. "Kelly time" refers to the excess amount of hours than an officer working a twelve (12) hour shift will be assigned to work over the course of year. Under the previous work schedule, Officers worked an average of 1991 hours a year. Under the twelve (12) hour work schedule, Officers will work an average of 2190 hours a year. The PBA agrees to work an additional forty-three (43) hours a year without compensation.
- b. Based on the above, the average number of hours worked is raised to 2034 hours leaving a difference of one hundred and fifty-six (156) hours that will be given back to the officers through time added to their leave in equal or equate an eight (8) hour day to a twelve (12) hour day with remaining hours into a Kelly bank.
- c. Kelly Hours will accrue to a separate bank of time as determined by years of service as broken down with the vacation entitlement as is in Article XV of the contract with the Township of Marlboro.

- d. Accrued Kelly Time must be scheduled by the officers in a manner that does not create overtime.
- c. To ensure that Officers utilize this time without putting undo strains on scheduling, it will be required that Officers use this time on a quarterly basis.
 - i. Officers will be compelled to use their accrued Kelly Time quarterly.
 - ii. If an Officer does not schedule this time, it will be scheduled by management at the next available opportunity for the officer to be off.
- f. Kelly Time cannot be banked and may not be carried over into the next year.
- g. Officers will continue to accrue Kelly Time while utilizing vacation, personal, comp, holiday, sick or bereavement leave.
- h. Kelly Time off is always granted at the discretion of the supervisor.

B. Overtime.

- 1. Hours worked beyond the scheduled twelve (12) hour tour of duty will be credited as overtime to be paid or compensated at time and one-half the officer's hourly rate.
- 2. Hours worked in excess of the eighty-four (84) hours during the fourteen (14) day Pitman cycle shall be paid or accrued at time and one-half the officer's hourly rate. This calculation of hours shall not include any hours accrued as a result of a voluntary "shift swap" with another officer.
- 3. In the event that a shift or a portion of a shift needs to be filled with overtime, personnel on the off-duty platoon will be contacted to fill the position. The personnel will be contacted by order of their seniority in accordance with the existing agreements specified by contract.
- 4. In the event that no one can be located to fill a shift an officer may be held for a maximum of four (4) hours. Commensurately an officer may not be ordered in to fill more than four (4) hours of overtime immediately prior to his regularly scheduled shift.

C. Hours of Work and Overtime

1. Employees shall have the options of receiving overtime pay pursuant to Section B.1. above, or accumulating up to a maximum of one hundred twenty (120) hours compensatory time. The rate of compensatory time will be at the same rate as paid time.

This provision shall not apply to holidays as covered in Article XIV, C.2.

3. After accumulating the maximum amount of compensatory time pursuant to Section B.2. above, all overtime must be paid.

4. No Employee who currently has in excess of one hundred twenty (120) hours of compensatory time shall accumulate further compensatory time until, through attrition, the Employee has less than one hundred ten (110) total hours of such time.

5. If an Employee has no compensatory time on the books, he/she can apply to the Chief of Police to convert an unused holiday or vacation day into eight (8) hours compensatory time. Approval of this procedure shall be at the sole discretion of the Chief of Police or his designee.

- C. If an Employee is recalled to duty or is called to duty on an off duty day, he shall receive a minimum guarantee of four (4) hours compensation at the overtime rate, provided said recall duty is not contiguous with the Employee's normal shift.

D. Grand Jury

1. In the event an Employee is required to testify or appear in Court or before any Grand Jury during the Employee's off-time, then said Employee shall receive a guaranteed minimum call-back of four (4) hours at his/her respective overtime rate, except for Municipal Court which shall be three (3) hours at his/her respective overtime rate.

2. Said Employees shall not be required to perform any additional tasks or duties beyond his or her Court appearance, nor shall the Employee be required to remain beyond the time in Court should the actual time be less than the four (4) hour minimum. This shall be in addition to any compensation received in accordance with Section I of this Article.

- E. For purpose of overtime, whenever an Employee is required to give up non scheduled time, it shall be considered work.

- F. As far as practicable, overtime shall be distributed on the basis of seniority.

G. Outside Employment.

- a. Officers will only be permitted to work outside employment on off-duty days. This applies to both work scheduled by the Marlboro Township Police and the officers themselves (side business).
- b. An officer may utilize time off to work outside employment on an "on-duty" day but in no event shall it be more than twelve (12) hours (including their hours spent on duty).

H. Temporary Assignments.

Officers assigned to the Operations Section (working the Pitman Schedule) who are assigned temporarily to specialized units or administrative details in excess of two weeks will not accrue any Kelly Hours during the period of the assignment, unless assigned to work twelve (12) hour shifts.

I. Training.

a. In-service Training (training conducted by the Marlboro Township Police)

- Certain training such as firearms qualifications and mandatory in-service training/certifications occur on a regular basis. These dates are typically scheduled far in advance. Officers will be scheduled for training during off-duty hours. This training will be scheduled at least 14 days in advance. Officers attending this training will be compensated at time and a half comp time for the actual hours the officer is in training. Officers may be subject to recall on their days off not more than 8 times a year.

b. In-service Training conducted by outside agencies.

- In the event an officer attends a day training session conducted by an outside agency that is at least six hours in duration it will be considered a normal work day. In the event the training session is less than six hours (including travel time) the officer will be required to return to work and finish the rest of the time on-duty or utilize Kelly or Comp Time or any other time they have on the books to make up the difference.
- If the officer's schedule is changed to accommodate a multiday school, hours owed will be calculated on the eighty-

four hour (84) hour Pitman Cycle. Time in excess of eighty-four (84) hours will be compensated the same as overtime. Time worked under eighty-four hours will have to be scheduled for duty or taken off as Kelly or Comp Time.

- J. 1. Employees will attend a maximum of four (4) division meetings per year. These meetings are not to exceed three (3) hours, unless Employees are compensated with overtime pay. The employees will be compensated for attending these meetings during their off-duty hours by receiving hour for hour compensatory time up to the three (3) hour limit.
2. The Township also agrees to the following:
 - a. No meetings will be held on legal holidays or on the day before and the day after said holiday.
 - b. No employee will be required to attend division meetings if said employee is on vacation, holiday or sick time off.
 - c. No employee may be required to perform any work function during meetings if said employee is off duty.
 - d. Meetings will be held between the hours of 0800 and 2100 hours.
 - e. There will be a minimum of seventy-two (72) hours' notice of a meeting prior to that meeting.
- K. Employees shall be considered "on call" for Court at 9:00 A.M. to 4:00 P.M. Employees shall be compensated for such "on call" time at their straight time base hourly rate on an hour for hour basis from 9:00 A.M. until 4:00 P.M., unless released earlier. It is understood that an employee who is on call must remain at his residence. If an employee fails to remain at his residence, he shall receive no compensation for the "on call" time.
- L. For the purpose of calculating overtime, an employee's base salary plus any longevity entitlement and/or educations incentive shall be divided by one thousand nine hundred ninety-one (1,991). Effective Jan 1, 2011, for the purpose of calculating overtime, an employee's base salary plus any longevity entitlement and/or educations incentive shall be divided by two thousand and thirty - four hours (2034).
- M. Article XI, Section J of the collective bargaining agreement is hereby deleted.

Section II) Time Conversion – Kelly Time

The provisions of the collective bargaining agreement concerning the number of Holidays, Vacation Days and Personal Days shall remain in effect. In recognition however of the change of the work day from 8 hours to 12 hours the number of "Kelly Hours" each officer receives shall be adjusted as follows:

- a. The following conversation of days will apply to officers in the Operations Section working the Pitman Schedule. The conversation of days off will be day for day with the difference of hours listed below to close the gap from the scheduled 2190 hours down to the agreed 2034 hours. This creates a difference of 156 hours. Officers, depending on their years of service and time off, will receive the following allotments of time in an effort to offset the 156 hour difference. Everyday shall gain 4 hours which will be deducted from the 156 hours.
 - b. Breakdown.
 - 1-5 Years of Service
 - 12V= 48 added hours
 - 5H= 20 added hours
 - 4P= 16 added hours
 - Totaling 84 additional hours: $156-84=72$ Hours of Kelly Time for officers in this category.
 - 5-10 Years of Service
 - 15V=60 added hours
 - 5H=20 added hours
 - 4P=16 added hours
 - Totaling 96 additional hours: $156-96=60$ Hours of Kelly Time for officers in this category.
 - 11-15 Years of Service
 - 18V=72 added hours
 - 5H= 20 added hours
 - 4P= 16 added hours
 - Totaling 108 additional hours: $156-108= 48$ hours of Kelly Time for officers in this category.
 - 16-20 Years of Service
 - 21V=84 added hours

- 5H=20 added hours
- 4P=16 added hours
- Totaling 120 additional hours: 156-120=36 Hours of Kelly Time for officers in this category.

- Over 20 years of Service
 - 25V=100 added hours
 - 5H=20 added hours
 - 4P=16 added hours
 - Totaling 136 additional hours: 156-96=20 Hours of Kelly Time for officers in this category.

Section III Evaluation Period.

The schedule shall be given a trial period of six (6) months. A committee will be formed, made up of representatives of all the involved parties, that would meet every three months to evaluate the schedule and recommend solutions to any potential problems encountered along the way. At the conclusion of the trial period, either the union or the Township can exercise its option to terminate this Memorandum of Agreement(MOA) and the schedule contained herein. In that event the parties would revert back to the current 5-2-5-2-5-3 schedule averaging 1991 hours as was previously worked before this schedule took effect and all of the terms of this MOA shall be considered null and void, except that the parties agree that item N above shall remain in effect.

Section IV

All provisions of the existing contract as amended not mentioned in this MOA remain unchanged. This agreement is subject to ratification by the Township and Marlboro PBA Local 196. In the event this MOA is not ratified by either party, the parties reserve the right to reinstitute negotiations on all issues which were identified during negotiations or were otherwise properly the subject of negotiations

MARLBORO PBA LOCAL 196

Edmund J. Cioffo #43 07/15/10
DATED

10/14/2010

13:03

KLATSKY SCIARRABONE & DeFILLIPPO → 12019280588

NO. 859 0001
10/14/2010

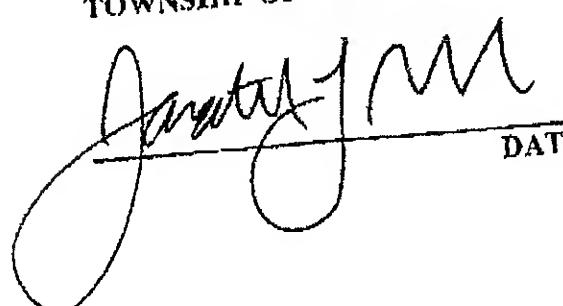
10/13/2010 08:55 FAX 7325367975

MARLBORO PD


07/15/10
DATED

DATED

TOWNSHIP OF MARLBORO


7/15/10
DATED

DATED